



CYNTHIA D. BANKS
Chief Deputy

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
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MICHAEL D. ANTONOVICH

June 8, 2004

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ALLOCATE FUNDS FOR THE
GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)
PROGRAM FOR FISCAL YEAR (FY) 2004-2005
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations for the continued provision of the General Relief Opportunities for Work (GROW) Program in the amount of \$13,012,000, of which \$11,710,800 will be used for the service providers shown on Attachment A in the amounts indicated, and \$1,301,200 will be used for Community and Senior Services (CSS) administrative costs effective July 1, 2004 through June 30, 2005. The program is financed by the Department of Public Social Services (DPSS) with County general funds and Food Stamp Employment and Training revenue. DPSS provides the funding to CSS through intrafund transfers.
2. Authorize the Director of Community and Senior Services (CSS), or designee, to execute contracts in substantially similar form to Attachment B with the service providers shown on Attachment A and in the amounts indicated, for the provision of GROW program services, after County Counsel approval as to form, effective July 1, 2004 through June 30, 2005.
3. Authorize the Director of CSS, or designee, to execute contract amendments in substantially similar form to Attachment C to increase or decrease contract amounts based on contractor performance, caseload size, and availability of funding provided that: (a) the amount of change does not exceed 10% of the original contract amount, subject to State program requirements; (b) approval of County Counsel and the Chief Administrative Office (CAO) is obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds

and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The recommended actions will enable the continued operation of the GROW program services for General Relief participants such as orientation, job club, and placement assistance for FY 2004-05.

On March 24, 2003, a Request for Proposal (RFP) was issued to solicit interested bidders through a competitive bid process for a three-year funding cycle. Eighty-four proposals were submitted to CSS, which were rated and evaluated and an appeal process was completed. Seven agencies were selected for funding for the period of October 1, 2003 through June 30, 2004. Each agency is eligible for two additional one-year contracts contingent upon successful performance and the availability of funds. The funding recommendations for FY 2004-05 represent the seven agencies who will provide GROW Program services for the period of July 1, 2004 through June 30, 2005.

Implementation of Strategic Plan Goals

The recommended actions support Countywide Strategic Plan: Goal 1 of Service Excellence and Goal 3 of Organizational Effectiveness.

Performance Measures

In compliance with DPSS requirements, the Department has developed the following performance standards for the GROW program: completion of orientation, job skills preparation training, and placement in unsubsidized employment. The Department will assess the contractors' performance through its analysis of monitoring reports produced by the approved monitoring vendor.

FISCAL IMPACT/FINANCING:

The GROW Program cost for the period July 1, 2004 through June 30, 2005, totals \$13,012,000, of which \$11,710,800 will be used for the service providers shown on Attachment A in the amounts indicated, and \$1,301,200 will be used for CSS administrative costs. The GROW program is financed by DPSS with County General funds and Food Stamp Employment and Training revenue. DPSS provides the funding to CSS to administer the GROW program via intrafund transfer. Funding has been included in the Department's FY 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On December 15, 1998, your Board passed a motion requiring a mandatory welfare-to-work program for General Relief (GR) recipients Countywide. To implement the program, the Department of Public Social Services (DPSS) and CSS entered into a Memorandum of Understanding (MOU) currently effective through June 30, 2004.

Under the program design, employable GR clients are required to participate in an orientation to the program followed by a three-week Job Skills Preparation Class (JSPC). The JSPC is designed to assist clients in obtaining and retaining employment, and to foster self-sufficiency. The first week is conducted in a classroom setting where clients learn motivation, self-esteem, job-seeking techniques and self-sufficiency concepts. The remaining two (2) weeks consist of focused and supervised job search activities, including placement assistance. Employable GR clients may also be offered alternatives to the traditional approach described above, including referrals to customized training, One-Stop Centers and other educational opportunities.

The funding recommendation includes funding for Program Support provided by the Los Angeles County Office of Education (LACOE). As stipulated in the MOU, LACOE is responsible for conducting training workshops for classroom facilitators and DPSS staff; on-going quality control evaluations and assessments to ensure the effective presentation of the GROW curriculum; operating specialized programs for participants re-entering GROW (Fast Trak) and an Office Occupations Class; coordinating and assisting in various job development activities; and the provision of program materials for all facilitators and GROW participants.

Services have been provided to GROW participants through non-Proposition A (Prop A) contracts since the inception of the program in 1998. Since the contracts require the development and utilization of resources, training and logistical support which are outside the description of duties that are routinely performed by County staff, they continue to be non-Prop A services.

The CAO and DPSS have reviewed and concur with the recommended actions. County Counsel has reviewed and approved the agreement and amendment as to form.

CONTRACTING PROCESS

The GROW service providers listed on Attachment A, were selected as a result of the RFP issued on March 24, 2003. A total of eighty-four (84) GROW proposals submitted by twenty-eight (28) agencies were rated and ranked according to the proposers' general capabilities, fiscal integrity and employment and training experience. The RFP was listed on the County's Office of Small business website.

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The Standard Terms and Conditions of the service providers' contracts (Attachment B) have been modified to incorporate recent Board-mandated provisions.

Attachment D provides information about each contractor's status with regard to minority and women-owned business enterprises.

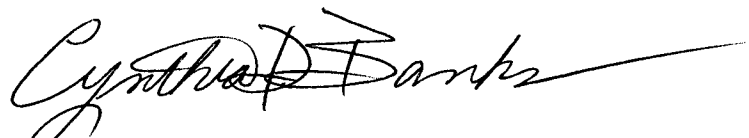
Monitoring

Beginning with FY 2003-04, CSS contracts with the Auditor-Controller's (A-C) office to conduct fiscal and contract compliance monitoring of all of its contractors within the Employment and Training Branch, including the GROW program. The A-C, utilizing their Master Agreement list, procures a contractor to conduct the on-site visits and follow-up visits. CSS is responsible for ensuring, through its resolution process, that the monitoring findings reported are resolved, training is provided to our contractors if necessary, and/or program policies are developed.

IMPACT ON CURRENT SERVICES:

The GROW Program will enhance the current employment services provided to employable GR participants. The enhanced employment services developed by LACOE follow the model provided to California Work Opportunity and Responsibility to Kids (CalWORKs) participants and provide a quality welfare-to-work program for GR participants, assisting them to transition from welfare dependency into the labor market.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cynthia Banks', with a long horizontal flourish extending to the right.

CYNTHIA BANKS
Chief Deputy Director

Attachments (4)

C: David E. Janssen
Raymond G. Fortner, Jr.
Violet Varona-Lukens
J. Tyler McCauley
Bryce Yokomizo

GROW PROGRAM – FUNDING RECOMMENDATIONS
 July 1, 2004 – June 30, 2005

SERVICE PROVIDER	DPSS SITE	SUP. DISTRICT	SITE ALLOCATION	TOTAL ALLOCATION
Career Planning Center, Inc.	Rancho Park Lancaster	2 & 3 5	\$ 497,699 451,615	\$ 949,314
Chicana Service Action Center	Metro King Metro East	2 1	304,169 626,732	930,901
R. L. Klein and Associates	Pomona	1	313,366	313,366
Los Angeles County Office Of Education	South Central South Special Southwest Special	1 & 2 2 & 4 2	331,799 1,493,096 1,317,980	3,142,875
Los Angeles Unified School District	Metro Special East Valley (Glendale) San Fernando Valley San Gabriel Valley Pasadena	1 5 3 1 5	1,179,730 322,583 304,149 525,349 359,449	2,691,260
MCS Rehabilitation, Inc.	Wilshire Special	2	479,265	479,265
Weingart Center Association, Inc.	Civic Center	1	709,683	<u>709,683</u>
			Subtotal	\$ 9,216,664
Performance Bonus				150,000
Additional Program Costs				
LACOE County-wide Training and Quality Control Implementation				<u>2,344,136</u>
			Subtotal	\$ 11,710,800
CSS Administration				1,301,200
			TOTAL	\$ 13,012,000

**PREAMBLE
TO
LOS ANGELES COUNTY HEALTH AND HUMAN SERVICES CONTRACTS
(GROW PROGRAM)**

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals:

1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.

- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

GROW Contract No. _____

**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES**

GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

This CONTRACT is entered into this ____ day of _____, 2004, by and between the County of Los Angeles, (hereinafter referred to as the "COUNTY"), by and through its Department of Community and Senior Services (CSS), and _____, (hereinafter referred to as the "CONTRACTOR").

RECITALS

WHEREAS, Section 17000.6(f) of the Welfare and Institutions Code permits counties to continue the General Relief Mandate relief grant level if they provide a mandatory welfare-to-work program equivalent to that provided to Cal WORKS recipients; and

WHEREAS, on December 15, 1998 the Board of Supervisors passed a motion requesting the Department of Public Social Services to implement Section 17000.6(f) of the Welfare and Institutions Code in Los Angeles County; and

WHEREAS, the Department of Public Social Services and CSS have entered into a Memorandum of Understanding under which CSS will provide a welfare-to-work program, known as the General Relief Opportunities for Work (GROW) program, for clients receiving General Relief; and

WHEREAS, CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing facilities to provide services, and

WHEREAS, the Board of Supervisors has authorized CSS to enter into an agreement with CONTRACTOR for the delivery of GROW program services.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the GROW program as administered in Los Angeles County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This CONTRACT consists of this four (4) page document, and the following exhibits and attachments, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Statement of Work (Exhibit B)
- (3) Budget Summary (Exhibit C)
- (4) Budget Information Detail (Exhibit C-1)
- (5) Participant Activity Plan (Exhibit C-2)

- (6) Payment Increment Schedule (Exhibit D)
- (7) Request for Cash/Monthly Invoice (Exhibit E)
- (8) Listing of Participants Served (Exhibit F)
- (9) Listing of Participants Placed (Exhibit G)
- (10) Contractor Employment Report (Exhibit G-1)
- (11) Orientation Participant Questionnaire (Exhibit H)
- (12) Job Skills Preparation Class Questionnaire (Exhibit I)
- (13) Monthly Management Report (Orientation & Job Skills Preparation Class - Exhibit J)
- (14) Verification of Employment (Exhibit K)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this three-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to the CONTRACT.

SECTION 2. CONTRACTOR'S OBLIGATIONS. (a) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by GROW provisions, implementing rules and policies (which may from time to time be amended, modified or revised by CSS), and agrees to the terms and conditions of the MOU between DPSS and CSS.

(b) In addition to other obligations set forth in this CONTRACT, and subject to COUNTY oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit B).

SECTION 3. COUNTY OBLIGATIONS. (a) The COUNTY agrees to reimburse CONTRACTOR for the provision of services identified in the Statement of Work (Exhibit B) during the term of this CONTRACT, in accordance with the relevant invoicing policies and procedures set forth in this CONTRACT; provided, however, that the amount obligated and paid to the CONTRACTOR by the COUNTY shall not exceed _____ dollars (\$ _____) during the term of this CONTRACT.

(b) The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

(c) Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this

Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

(d) CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY at the address herein provided.

SECTION 4. TERM. The term of this CONTRACT shall be for one year (the GROW funding period beginning July 1, 2004 to June 30, 2005) commencing upon approval by the Board of Supervisors or July 1, 2004, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this CONTRACT.

SECTION 5. NOTICES/AUTHORIZED SIGNATURES. (a) **Notices:** Unless otherwise set forth in this CONTRACT, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

COUNTY OF LOS ANGELES

Cynthia Banks, Chief Deputy Director
Community and Senior Services
County of Los Angeles
3175 West Sixth Street
Los Angeles, CA 90021-1798

CONTRACTOR:

Attention: _____

(b) **Authorized Signatures.** Persons authorized to sign CONTRACTOR's Request for Cash:

(Authorized Signature)

(Typed Name)

(Title)

(Authorized Signature)

(Typed Name)

(Title)

IN WITNESS WHEREOF, the County of Los Angeles, has caused this Contract to be subscribed on its behalf by the Chief Deputy Director of Community and Senior Services, or her designee, and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES

By: _____
Cynthia Banks, Chief Deputy Director
Community and Senior Services

Approved as to Form:

Office of the County Counsel

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)

**STANDARD TERMS & CONDITIONS
GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM**

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STANDARD TERMS AND CONDITIONS

GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

§ 100 ASSURANCES/CERTIFICATIONS.

The CONTRACTOR provides the following assurances and certifications, and agrees to the following terms:

§ 101. Activities Prohibited. (a) The CONTRACTOR certifies that no funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

§ 102. Administrative and Personnel Procedures. The CONTRACTOR warrants that it has adopted, shall retain, and make available upon request from the COUNTY, the following documents and amendments thereto:

(a) CONTRACTOR financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). The CONTRACTOR shall also adhere to applicable requirements of OMB Circular A-133.

(b) CONTRACTOR personnel policy, which incorporates due process protection.

§ 103. Civil Rights Laws. The CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504 of the Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," attached hereto.

§ 104. Compliance with Laws. (a) The CONTRACTOR certifies and agrees that it will fully comply with all applicable requirements of the GROW program, including all applicable regulations, rules, directives and policies issued by CSS for which the CONTRACTOR is provided actual or constructive notice. The COUNTY reserves the right to review the CONTRACTOR'S procedures to ensure compliance with the regulations, rules, directives and policies of the COUNTY, as applicable.

(b) The CONTRACTOR certifies and agrees that it shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this CONTRACT are incorporated by this reference. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or

liability resulting from a violation by the CONTRACTOR, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

105. Conflict of Interest/Contracts Prohibited. (a) The CONTRACTOR represents and warrants that no COUNTY employee whose position enables him/her to influence the award of this CONTRACT, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or shall have any direct or indirect financial interest in this CONTRACT.

(b) The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this CONTRACT will not violate those provisions. Anyone who is a former employee of the COUNTY at the time of execution of this CONTRACT or who subsequently becomes affiliated with the CONTRACTOR in any capacity shall not participate in the provision of services provided under this CONTRACT or share in the profits of CONTRACTOR earned for a period of one year from the date he/she separated from COUNTY employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State of California, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Agreement.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

§ 106. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with the Board of Supervisors policy to reduce the amount of solid waste deposited in COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 107. Cost-of-Living Adjustments. Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this CONTRACT, the CONTRACTOR agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this CONTRACT to the lesser of (a) the average salary cost-of-living adjustments granted to COUNTY employees by the Board of

Supervisors as of April 1st of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the CONTRACTOR and its employees shall also experience no COLAs.

§ 108. County Layoffs. Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this CONTRACT.

§ 109. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Contract by Contractor.

(b) A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

(c) CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

(d) COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

(e) If there is any evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment hearing and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(f) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the

appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

(g) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(h) These terms shall also apply to any subcontractors or independent consultants of COUNTY CONTRACTORS.

§110. Drug Free Workplace Compliance. The CONTRACTOR hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code ' 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§111. EEO/Affirmative Action. The CONTRACTOR, in performing all obligations under the terms of the CONTRACT, assures that it will administer the program with safeguards against fraud and abuse; that no portion of this CONTRACT will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, handicap, or political affiliation or belief.

§ 112. Employment Eligibility Verification. (a) The CONTRACTOR warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the CONTRACT are eligible for employment in the United States. The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY by reason of the CONTRACTOR'S failure to comply with the foregoing.

(b) The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility for any new personnel and, to the extent applicable, participants participating in or receiving services under this CONTRACT, in accordance with applicable provisions of law.

§113. GAIN/GROW Program Participants. Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) program and/or General Relief Opportunities for Work (GROW) programs who meet CONTRACTOR'S minimum qualifications for the open position. Upon request from CONTRACTOR, the COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR for consideration.

§114. Legal Authority. (a) The CONTRACTOR gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the CONTRACTOR governing body, authorizing receipt of GROW funds, and directing and designating the

authorized representative(s) of the CONTRACTOR to act in connection with the GROW program and to provide such additional information as may be required by the COUNTY, State, or any agency of the federal government, as applicable.

(b) The CONTRACTOR represents and warrants that its signatory to this CONTRACT is fully authorized to obligate or otherwise bind the CONTRACTOR.

§ 115. Limitation on Corporate Acts. The CONTRACTOR shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing CONTRACT, or take any other steps which may materially affect the performance of this CONTRACT without first notifying the COUNTY in writing. The CONTRACTOR shall notify the COUNTY immediately in writing of any change in the CONTRACTOR'S corporate name.

§ 116. Lobbying. (a) The CONTRACTOR certifies that none of the funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The CONTRACTOR certifies that each COUNTY lobbyist as defined in Los Angeles County Code § 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any COUNTY lobbyist retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this CONTRACT upon which COUNTY may immediately terminate or suspend this CONTRACT.

§ 117. Nepotism. The CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this CONTRACT if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR. For the purpose of this § 118, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 118. Nondiscrimination in Employment. (a) The CONTRACTOR certifies that all persons employed by the CONTRACTOR, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program or activity supported by this CONTRACT. For the purpose of this paragraph, discrimination in the provision of services include, but is not limited to, the following:

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) The CONTRACTOR shall take affirmative action to ensure that qualified applicants and intended beneficiaries of the CONTRACT are provided services without regard to race, color, religion, national origin, ethnic group identity, ancestry, sex, age, condition of physical or mental disability, marital status, political affiliation, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliations.

(d) Facility access for persons with disabilities shall comply with the Title II provisions of the Americans with Disabilities Act.

(e) The CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by the CONTRACTOR'S personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the CONTRACTOR'S resolution of the matter, shall be referred by the CONTRACTOR to the COUNTY, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the COUNTY resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or federal enforcement agency. At the time any person applies for services under this CONTRACT, he or she shall be advised by the CONTRACTOR of these procedures.

(f) A copy of such non-discrimination in services policy and procedures, as identified herein above, shall be posted by the CONTRACTOR in a conspicuous place, available and open to the public, in each of the facilities operated by the CONTRACTOR, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(g) The CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this CONTRACT when the COUNTY requests. If the COUNTY finds that any of these provisions have been violated, such violation shall constitute a material breach upon which the COUNTY may terminate or suspend this CONTRACT. While the COUNTY retains the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State

or federal anti-discrimination laws or regulations shall also constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provision of this CONTRACT.

§ 119. Notification of Federal Earned Income Credit. Within thirty (30) days of execution of this CONTRACT, the CONTRACTOR certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 120. Other Agreements. (a) A copy of any agreements between the CONTRACTOR and other public or private organizations which directly impact activities funded under this CONTRACT shall be kept on file at the CONTRACTOR'S offices and shall be provided to the COUNTY upon request. The CONTRACTOR shall also notify the COUNTY of any default, termination, or finding of disallowed costs under these agreements.

(b) The CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by the COUNTY under this CONTRACT.

§121. Safety and Working Conditions. Applicable local, State and federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC ' 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code ' 6300 et seq.), the CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

§ 122. Wage and Hour Laws. The CONTRACTOR assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but limited to, the federal Fair Labor Standards Act, as amended, for services performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

§ 123. Warranty of Adherence to County's Child Support Compliance Program. (a) The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

(b) As required by the COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this CONTRACT to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

§ 124. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of CONTRACTOR to maintain compliance with the requirements set forth in section 123 "Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provisions of this contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to section 1101 "Termination for Default" and pursue debarment of CONTRACTOR pursuant to County Code Chapter 2.202.

§ 125. Sectarian Activities. Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

§ 126. Compliance with Tax Regulations. Contractor certifies that this contractor has: (1) paid all Federal and State payroll taxes through the end of the calendar quarter preceding the date of the contract; (2) made all tax deposits required by Federal and State laws through the month preceding the date of the contract; (3) Complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) Complied with all payroll tax rules and regulations of the State of California.

§ 127. Compliance with Jury Service Program. (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall received from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor

has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 128. Notice to Employees Regarding Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit N of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

§ 129. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

§ 130 Child Abuse/Elder Abuse Reporting/Fraud Reporting. (a) The CONTRACTOR staff working on this Agreement shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections.

(b) The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and should submit all required information, in accordance with *the PC Code Sections 11166 and 11167.*

(c) The CONTRACTOR staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate

County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the *WIC Sections 15630, 15633 and 15633.5*.

(d) The CONTRACTOR staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

§ 200. AUDITS, REPORTS, RECORDS, & DOCUMENTATION

§ 201. Audit Rights. (a) The CONTRACTOR shall establish and maintain a financial management system which provides for adequate control of GROW program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls.

(b) The CONTRACTOR shall allow authorize COUNTY representatives, including State and federal representatives if appropriate, to have full access to the CONTRACTOR'S facilities and all related GROW program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this CONTRACT, including the interviewing of the CONTRACTOR staff and program participants during normal business hours.

(c) The CONTRACTOR shall take all actions necessary to enable any of the COUNTY representatives to clearly determine whether the CONTRACTOR is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the CONTRACTOR to comply with the requirements of this Section 201 shall constitute a material breach of contract upon which the COUNTY may cancel, terminate, or suspend this CONTRACT.

§ 202. Property/Capital Expenditures. Prior COUNTY written approval from the COUNTY Project Director is required for the purchase and/or lease of all nonexpendable tangible personal property, including computer hardware, software and automated data processing equipment with a useful life of more than one year acquired with County funds, and a per unit acquisition cost of \$5,000 or more. CONTRACTOR'S written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open competitive process. CONTRACTOR must comply with all applicable regulations and requirements concerning the acquisition, tagging, inventory, and disposition of this property.

§ 203. Public Records/Confidentiality. (a) CONTRACTOR shall maintain the confidentiality of any information regarding a participant, and the immediate family of any applicant or participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. The CONTRACTOR shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the CONTRACT may be divulged to parties having responsibilities under the CONTRACT for monitoring or evaluating the services and performances on the CONTRACT and to governmental authorities to the extent necessary for the proper administration of the program.

(b) EDD data (information) is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The CONTRACTOR agrees to keep all information furnished by EDD strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this CONTRACT. Instruct all employees with EDD information access regarding the confidentiality of this information, and the sanctions against unauthorized use (Section 502), and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. EDD confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to EDD. In no event, shall said information be disclosed to any individual outside of the CONTRACTOR staff, and/or their employees.

(c) The CONTRACTOR shall notify the COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. The CONTRACTOR shall not release said information without the COUNTY'S approval.

§ 204. Public Statements. The CONTRACTOR shall indicate in any press release or statements to the public related to the program that it is funded by the COUNTY and approved by the Workforce Investment Board from funds made available through the COUNTY general fund. All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity Employer.

§ 205. Records. (a) The CONTRACTOR shall make any and all GROW program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this CONTRACT, as may reasonably be requested by the COUNTY, available for inspection and audit by any federal, State, or COUNTY agency, upon request, for three (3) years from the termination date of this CONTRACT. In the event of litigation, unresolved audits and/or unresolved claims, the CONTRACTOR agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

(b) (1) The CONTRACTOR shall inform the COUNTY in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this CONTRACT. The CONTRACTOR shall inform the COUNTY in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the COUNTY shall require prior written approval of the COUNTY.

(2) If the CONTRACTOR ceases operations prior to five (5) years from the beginning date of the term of this CONTRACT or before all litigation, audits and claims have been resolved, the CONTRACTOR shall provide the name, address, and telephone number of the CONTRACTOR representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:

(a) Notify the COUNTY where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(b) Deliver all the documentation to a location designated by the County.

(c) The CONTRACTOR agrees to maintain an official contract file which contains at least the signed contract and any modification and/or amendments to the contract.

§ 206. Records and Reports. (a) The CONTRACTOR will submit reports and/or records as required by the COUNTY and will maintain records and provide access to them as necessary for the COUNTY. Reports/records will include, but are not necessarily limited to, an official CONTRACT file, which contains the signed CONTRACT and any modifications thereto, as well as copies of relevant documents and/or records.

§ 207. Reporting. The CONTRACTOR shall: (a) retain on site for review by the COUNTY monitor, the following GROW documents:

(1) **Orientation Evaluation forms** (Exhibit H) completed by participants.

(2) **The Job Skills Preparation Class (JSPC) Evaluation forms** (Exhibit I) completed by participants.

(3) **Verification of GROW Participant Employment** (Exhibit L) completed by CONTRACTOR and faxed to the assigned DPSS case manager within two days of the verification.

(b) The CONTRACTOR shall submit the following GROW documents to CSS.

(1) **Monthly Invoices** (Exhibit E): Two (copies) each of the appropriate monthly fiscal invoices, including Listings of Participants Served (Exhibit F) and Placed (Exhibit G) not later than the eighth working day of each month.

(2) **Fiscal Close-Out Report**: Two copies of a final fiscal close-out report to be submitted in the form and manner designated by the COUNTY Project Director, including the reporting of expenses and accruals through end of contract period, if appropriate, not later than forty-five days after the end of contract period (6/30/03).

(3) **Orientation and Job Skills Preparation Class Monthly Management Report** (Exhibit J): A completed Monthly Management Report for each DPSS district office served and JSPC sites is to be submitted by the eighth working day of each month. Note a JSPC may serve more than one DPSS district office.

The Monthly Invoices and Management Reports shall be sent to:

County of Los Angeles
Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798

Attention: **GROW Program Unit (Room 406)**

(c) The CONTRACTOR shall input the following:

Direct Data Entry: The CONTRACTOR shall be responsible for inputting on a daily basis the status ("Show" or "No Show") of participants scheduled to attend Orientation. The CONTRACTOR shall be responsible for inputting on a weekly basis (the first day or "Day 1"), the

status of participants ("Show" or "No Show") scheduled to attend JSPC. The CONTRACTOR shall be responsible for inputting on a weekly basis (the last day or "Day 15"), the status ("Completed" or "Dropped") of participants who attended JSPC on "Day 1". With respect to JSPC, the data input should be done within two days of the first and last day of JSPC.

§ 208. Joint Funding and Revenue Disclosure Requirement. By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with the CSS a written statement listing all revenue received, or expected to be received, by Contractor from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with the CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this Section, except as it pertains to other sources of funding for the GROW program. All other provisions of this section shall apply. Failure of Contractor to comply with the requirements of this paragraph shall constitute a material breach of contract upon which the County or his designee may cancel, terminate, or suspend this Contract

§ 300. COMPENSATION AND METHOD OF PAYMENT.

§ 301. Request for Cash. Payment will be made utilizing the GROW program "Request for Cash" form and related Invoice, not to exceed the amounts allocated by each cost category in the CONTRACT exhibit(s), and in accordance with the methods (s) described in the CSS policies and procedures dependent upon meeting all requirements contained in this CONTRACT. The amount of any and all payments shall be approved by the COUNTY Project Director. The COUNTY reserves the right to withhold any payment(s) necessary to cover a claim which the COUNTY may have against the CONTRACTOR.

§ 302. Fixed Fee/Cost Reimbursement Charges. This CONTRACT is classified as a combination fixed fee (fee for service) and cost reimbursement contract for the full contract period (July 1, 2004 through June 30, 2005). CONTRACTOR shall request reimbursement on a fixed fee basis as set forth in the fixed fee portion of the Budget Information Summary attached hereto; and shall request reimbursement on a cost reimbursement basis as set forth in the administration portion of the Budget Information Summary attached hereto. For these costs, CONTRACTOR shall request reimbursement for actual expenditures incurred not to exceed budgeted amounts for which the CONTRACTOR has adequate supporting documentation of such expenditures, and shall not request reimbursement based on budgeted amounts.

§ 303. Request for Advance Payment. (a) To the extent approved by the Board of Supervisors, cash advances, not to exceed one-sixth of the CONTRACTOR annual allocation set forth in Section 3(a) of the primary document, may be provided to the CONTRACTOR. Upon request by the CONTRACTOR in the form and manner prescribed by the COUNTY Project Director, the COUNTY may, at the sole discretion of the COUNTY Project Director, make advance payments, for anticipated and necessary program expenditures.

(b) Interest earned on cash advances shall be remitted to the COUNTY within ten (10) working days after the quarter the interest is earned.

§ 304. Return of Advanced Funds. Upon completion or termination of this CONTRACT, the CONTRACTOR shall return any advanced funds which exceed payments due the CONTRACTOR, if any, within thirty (30) days of completion or termination of the CONTRACT.

§ 400. CONTRACT ADMINISTRATION.

The COUNTY Project Director shall have full authority to act for the COUNTY in the administration of the CONTRACT consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

§ 500. DEFINITIONS.

For purposes of this CONTRACT, including all Exhibits thereto, the following definitions shall govern its interpretation.

§ 501. "Contractor" shall mean the agency receiving funds through this Contract.

§ 502. "County" shall mean the County of Los Angeles.

§ 503. "County Project Director" shall mean the Director of CSS and his/her designee(s).

§ 504. "CSS" shall mean Community and Senior Services.

§ 505. "Job Placement" shall mean placement of a participant on a full time job (32 hours per week), within 45 days after enrollment of the participant in Job Skills Preparation Class.

§ 506. "Job Skills Preparation Class" shall mean the three-week class consisting of classroom training and supervised job search following Orientation to the program.

§ 507. "Participant" shall mean a participant who has been mandated to participant in the program by the Department of Public Social Services and who is participating in the program.

§ 508. "Orientation" shall mean a workshop designed to motivate participants and to introduce participants to the program and the policies for General Relief clients in the COUNTY.

§ 509. "Workforce Investment Board" shall mean the local Workforce Investment Board appointed by the Los Angeles County Board of Supervisors in accordance with State criteria which sets policy for the workforce development system county-wide, and is responsible for a variety of activities.

§ 600. FISCAL ACCOUNTABILITY

§ 601. Accounting. The CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles. Contractor shall maintain their accounting system on an accrual basis of accounting.

§ 602. Commingling of Funds. Funds advanced pursuant to this CONTRACT shall be used exclusively for services funded under this CONTRACT and shall not be commingled with any other monies of the CONTRACTOR.

§ 603. Allegations of Fraud And/Or Abuse. In the event of allegations of fraud or abuse, the COUNTY reserves the right to withhold ten percent (10%) of the CONTRACT amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the COUNTY Project Director that withheld funds should be released to the CONTRACTOR. Such written determination shall not supersede or replace the final report.

§ 604. Disallowed Costs. The COUNTY may withhold payments if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the CONTRACTOR has with the COUNTY. The COUNTY shall require the CONTRACTOR to pay and the CONTRACTOR agrees to pay the full amount of the CONTRACTOR liability to the COUNTY or the State, if applicable, for such audit exceptions as were caused by the CONTRACTOR, upon demand by the COUNTY at any time after completion of the grievance procedures at the CONTRACTOR level. The COUNTY shall notify the CONTRACTOR of any disallowed costs.

§ 700. INDEMNIFICATION AND INSURANCE.

§ 701. Indemnification. (a) The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property arising from the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of the CONTRACTOR by any person pursuant to this CONTRACT.

(b) The CONTRACTOR shall also defend and indemnify the COUNTY from any liability arising from the performance of this CONTRACT as a result of an audit of funds received under this CONTRACT due to the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT.

§ 702. Insurance. Without limiting the CONTRACTOR indemnification of the COUNTY, and except as otherwise provided herein, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT the following program(s) of insurance covering its operations hereunder. Such insurance, which shall be provided by insurer(s) satisfactory to the COUNTY'S Risk Manager, shall be primary to and not contributing with any other insurance maintained by the COUNTY. Proof of insurance shall be delivered to CSS, Contracts/Audits Unit, 3175 West 6th Street, Los Angeles, California 90020-1798 (specifying the Special Programs manager as CSS CONTRACT ADMINISTRATOR and CSS as the CONTRACT department) on or before the effective date of this CONTRACT. Such evidence shall specifically identify this CONTRACT and shall contain express conditions that the COUNTY

is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance

All insurance required hereunder shall be primary with respect to any insurance maintained by the COUNTY and shall not call on COUNTY'S program for contributions. Program(s) of insurance shall include:

(a) **General Liability.** A program, including but not limited to comprehensive general liability and independent Contractor coverage, and comprehensive general liability, with a combined single limit of not less than \$1 million per occurrence and \$2 million general aggregate. Such insurance shall name the County as additional insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(b) **Automotive Liability:** A program of insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(c) **Workers Compensation.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the CONTRACTOR, and all participants served by the CONTRACTOR, and such risks to persons under this CONTRACT. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee policy limit.

(d) **Crime Coverage.** A comprehensive crime policy in an amount not less than \$1 million per occurrence against loss of money, securities, or other property as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(d) **Professional Liability.** Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of the CONTRACT.

(e) **Property Damage.** In the event the CONTRACTOR rents, leases or is loaned any COUNTY-owned real or personal property, the CONTRACTOR shall insure such property in the manners and amounts as follows:

(1) **Real Property.** For the full insurable replacement value against the hazards of fire, extended coverage, vandalism and malicious mischief, and other property-related losses, and flood and earthquake.

(2) Personal Property. For the replacement cost against the hazards of fire, extended coverage, vandalism and malicious mischief.

§ 703. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract..

§ 704. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 705. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 706. Failure to Procure or Maintain Insurance. . Failure on the part of the CONTRACTOR to procure or maintain insurance or otherwise satisfy the requirements of this §700, shall constitute a material breach upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this CONTRACT or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may set off the cost of the premiums against any monies due to the Contractor from the County.

§ 707. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the COUNTY upon review of evidence of CONTRACTOR financial capacity to respond. Additionally, such programs must provide the COUNTY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The COUNTY will consider a self-insured program as an alternative to commercial insurance from the CONTRACTOR upon review and approval of the following.

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. The CONTRACTOR must notify the COUNTY immediately of discontinuation or substantial change in the program.

(b) CONTRACT to provide the COUNTY at least the same defense of suits and payments of claims as would be provided by first-dollar commercial insurance.

(c) CONTRACT to notify the COUNTY immediately of any claim, judgement, settlement, award, verdict or change in CONTRACTOR financial condition which would have a significant negative effect on the protection that the self-insurance program provides the COUNTY.

(d) Name, address and telephone number of CONTRACTOR legal counsel and claims representative, respectively for the self-insurance program.

(e) Financial statement that gives evidence of CONTRACTOR capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at COUNTY'S request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 708. Public Entities. (a) To the extent both parties to this CONTRACT are public entities, and this provision is activated in writing by the COUNTY in the foregoing CONTRACT, the following provision shall be substituted for § 701, § 702, and § 703, herein.

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason such entities being parties to a CONTRACT as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this CONTRACT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above State purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. CONTRACTOR certifies that it has adequate self insured retention of funds to meet any obligation arising from this CONTRACT.

§ 800. INDEPENDENT CONTRACTOR

The CONTRACTOR shall at all times be acting as an independent contractor. This CONTRACT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all of CONTRACTOR personnel furnishing services to the COUNTY under this CONTRACT are employees solely of the CONTRACTOR and not of the COUNTY for all purposes including but not limited to worker's compensation liability. The CONTRACTOR shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any CONTRACTOR personnel for injuries arising from or connected with services performed under this CONTRACT.

§ 900 NONCOMPLIANCE AND SANCTIONS/PENALTIES

The CONTRACTOR agrees to comply with the requirements set forth in this CONTRACT, and those requirements contained in the GROW program and all applicable directives/bulletins issued by or on behalf of the COUNTY, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of

contract upon which the COUNTY may cancel, terminate or suspend this CONTRACT. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding payment, reobligation/deobligation of CONTRACT funds, or suspension/termination of this CONTRACT. Those sanctions which may be applied will be dependent upon the circumstance(s) of noncompliance.

§ 1000. PROVISION OF SERVICES.

§ 1001. County Holidays. The CONTRACTOR is not required to provide services on the COUNTY recognized holidays indicated below:

New Year' Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

§ 1002. Curriculum and Instructional Materials. The CONTRACTOR shall obtain approval from the Project Director of all curriculum and instructional materials to be used in providing services under this CONTRACT.

§ 1003. Memorandum of Understanding between CSS and the Department of Public Social Services. The CONTRACTOR shall abide by all terms and conditions imposed and required by the Memorandum of Understanding (MOU) between CSS and the Department of Public Social Services. If changes are made to the MOU for any reason during the period of this CONTRACT, the CONTRACTOR shall abide by all such new changes.

§ 1004. Statement of Work. The CONTRACTOR shall perform all services under the terms of this CONTRACT in accordance with the Statement of Work, attached to the CONTRACT as Exhibit B.

§ 1005. COUNTY's Quality Assurance Plan. The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

§ 1100. TERMINATION/SUSPENSION/PROBATION.

§ 1101. Termination for Default. (a) Services performed under this CONTRACT may be terminated in whole or in part by the COUNTY providing to the CONTRACTOR a written Notice to Default if:

(1) The CONTRACTOR fails to perform the services within the time specified in this CONTRACT or any extension approved by the COUNTY.

(2) The CONTRACTOR fails to perform any other covenant or condition of this CONTRACT.

(3) The CONTRACTOR fails to make progress so as to endanger its performance under this CONTRACT.

(b) The CONTRACTOR shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the COUNTY, through its Project Director, may extend this period or authorize a longer period to cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the COUNTY terminates all or part of the services for CONTRACTOR Default, the COUNTY, in its sole discretion, may procure replacement services and the CONTRACTOR shall be liable for all excess costs incurred by the COUNTY in connection with those replacement services, as determined by the COUNTY in its sole discretion.

(d) If it is determined that the CONTRACTOR was not in Default under the provisions of this CONTRACT, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 1102 (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this CONTRACT may be terminated in whole or in part at any time the COUNTY deems that termination is in its best interest. The COUNTY shall terminate services by delivering to the CONTRACTOR a written Termination Notice which specifies the extent to which services are terminated and the effective date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the COUNTY, the CONTRACTOR shall take all necessary steps and shall stop services on the date and to the extent specified in the Termination Notice and shall complete services not so terminated.

(c) If the CONTRACTOR fails to submit a final billing within thirty (30) days of the termination date, the COUNTY may determine on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR. After the COUNTY makes this determination, it shall pay that amount to the CONTRACTOR. The COUNTY'S determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The COUNTY'S obligation is payable only from funds appropriated for the purpose of this CONTRACT. All funds for payments after the end of the current fiscal year are subject to the COUNTY'S legislative appropriation for this purpose. In the event this CONTRACT extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall be automatically be terminated in accordance with the provisions of §1102 (Termination for Convenience), as of the end of the then current fiscal year. The COUNTY shall make a good faith effort to notify the CONTRACTOR in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the COUNTY may terminate this CONTRACT for Default, as provided in § 1101, in any of the following events.

(a) The CONTRACTOR becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal bankruptcy law.

(b) The CONTRACTOR files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained from the COUNTY.

(c) A Receiver or Trustee is appointed for the CONTRACTOR, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The CONTRACTOR executes an assignment for the benefit of creditors.

§ 1105. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

§ 1106. Termination for Improper Consideration. (a) The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent or Workforce Investment Board member with the intent of securing the CONTRACT or securing favorable treatment with respect to the award, amendment or extension of the CONTRACT or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to the CONTRACT. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

(b) The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee or Workforce Investment Board member to solicit such improper consideration. The report shall be made either to the Project Director, the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of CONTRACT. The COUNTY may, by giving notice, suspend all or part of the program operations for up to 60 days for CONTRACTOR failure to comply with the terms and conditions of this CONTRACT. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the

Notice of Suspension, the CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the COUNTY'S approval in writing. Failure to reply in accordance with this section may result in termination by the COUNTY of all or part of the CONTRACT.

§ 1108. Probation. (a) The COUNTY Project Director may place the CONTRACTOR on probationary status when it is determined by the COUNTY Project Director for any program(s) herein that the CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement, or (2) is out of compliance with COUNTY sanction policy guidelines.

(b) If the CONTRACTOR is placed on probationary status, the CONTRACTOR shall submit a Corrective Action Plan (CAP) within ten (10) days of the notice of probationary status. The CONTRACTOR'S CAP must be approved by the County Project Director. The COUNTY reserves the right to terminate the contract(s) of any CONTRACTOR on probationary status if the CONTRACTOR does not submit an acceptable CAP or fails to meet the goals of an approved CAP.

§ 1200. GENERAL PROVISIONS

§ 1201. Assignments. No part of this CONTRACT or any right or obligation arising from it shall be assigned without the written consent of the COUNTY. Any attempt by the CONTRACTOR to assign this CONTRACT shall be void and shall constitute a material breach of this CONTRACT upon which the COUNTY may immediately terminate this CONTRACT in accordance with the provisions of § 1101 (Termination for Default).

§ 1202. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 1203. Contract Modifications/Amendments. (a) This CONTRACT fully expresses the CONTRACT of all the parties. Any modification or amendment of the terms or conditions of this CONTRACT must be by means of a separate written document approved by the COUNTY. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this CONTRACT in any way.

(b) The COUNTY may make a unilateral modification to this CONTRACT at any time, if required by federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modification from the federal, State or COUNTY government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this CONTRACT accordingly.

§ 1204. Disputes. The CONTRACTOR agrees to attempt to resolve disputes arising from this CONTRACT by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this CONTRACT shall be settled in accordance with COUNTY grievance procedures. The CONTRACTOR shall submit to the COUNTY within thirty (30) days of execution of this CONTRACT, a grievance procedure, in accordance with applicable State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaints/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a

complaint/grievance. The CONTRACTOR also assures and agrees that it will be bound by decisions issued under the grievance procedures.

The CONTRACTOR shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the COUNTY level. The grievance procedures shall be as follows:

(a) The CONTRACTOR shall request a meeting with the COUNTY Project Director or his designee within thirty (30) days from the date of notice of disallowed costs. If the CONTRACTOR fails to take this action, the costs become automatically disallowed.

(b) If agreement cannot be reached with the CONTRACTOR regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the COUNTY Project Director shall make a final determination.

(c) Final determination by the COUNTY Project Director shall be made within 72 days from the date of notice of disallowed costs. The CONTRACTOR shall assure continued performance of this CONTRACT during any disputes.

§ 1205. Entire CONTRACT. (a) This Exhibit A to the CONTRACT, consisting of these 21 pages, together with the foregoing CONTRACT and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this CONTRACT.

(b) The CONTRACTOR warrants that it has received a copy of this Exhibit A to this CONTRACT and upon execution of this CONTRACT, it shall be CONTRACTOR'S responsibility to retain on file, and to abide by the entire CONTRACT.

§ 1206. Grievance Procedures. (a) The CONTRACTOR shall submit to the COUNTY at the time required, CONTRACT documents to the CSS Contract & Audit Unit which shall include CONTRACTOR grievance procedures for both program staff and participants in accordance with applicable State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaints/grievances in accordance with its adopted grievance procedures and to provide the COUNTY with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance.

(b) The CONTRACTOR shall make complaint forms for GROW participants easily available and provide the COUNTY with a copy of any complaint form completed by a GROW

participant alleging his or her civil rights have been violated. A copy of the complaint shall be sent to the GROW case manager by the first workday following the date of its completion by the GROW participant. In addition, the CONTRACTOR shall provide statements of fact for General Relief pre-termination hearings and food stamp State hearings, as needed, and appear at hearings when necessary.

§ 1207. Notices. (a) The appropriate COUNTY representative, as set forth in Section 5 of the foregoing CONTRACT, is the party to whom the CONTRACTOR shall forward all documents, reports, and records as required by this CONTRACT.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communicates changes, the affected party shall notify the other party in writing of such change in accordance with this section, within five (5) working days of said change.

§ 1208. Repayment. The CONTRACTOR agrees to be bound by applicable COUNTY disallowed costs procedures, rules and regulations, and to repay to the COUNTY any amount which is found to violate the terms of this CONTRACT or applicable GROW program provisions.

§ 1209. Subcontracting. (a) No performance of this CONTRACT or any portion thereof shall be subcontracted by the CONTRACTOR without the prior written consent of the COUNTY Project Director. Any attempt by the CONTRACTOR to subcontract any performance of services under this CONTRACT without the prior written consent of the COUNTY shall be null and void and shall constitute a material breach of this CONTRACT upon which the COUNTY may immediately terminate this CONTRACT in accordance with the provisions of § 1101 (Termination for Default).

(b) The CONTRACTOR'S request to the COUNTY Project Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any involved in the award of the subcontract.

(3) Any other information or certification requested by the COUNTY Project Director.

(c) In the event the COUNTY Project Director consents to subcontracting, all applicable provisions and requirements of this CONTRACT shall be made applicable to such subcontract. To accomplish this requirement, the CONTRACTOR shall include in all subcontracts the following provision:

"This CONTRACT is a subcontract under the terms of a prime CONTRACT with County of Los Angeles and shall be subject to all the provisions of such prime CONTRACT. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under this CONTRACT, including, but not limited to, the duty to properly supervise and coordinate all the work of the CONTRACTOR and any subcontractor. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under this CONTRACT.

(e) The CONTRACTOR agrees that it shall be held responsible to the COUNTY for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the COUNTY at or about the time of execution.

(f) The CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the COUNTY shall have no liability or responsibility with respect thereto.

(g) The CONTRACTOR shall not assign or subcontract any part or all of its interest in this CONTRACT without written approval from the COUNTY Project Director.

(h) All applicable provisions and requirements of this CONTRACT shall apply to any subcontracts or agreements. The CONTRACTOR agrees that the CONTRACTOR shall be held responsible by the COUNTY for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate COUNTY, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

§ 1210. Validity. The invalidity of any provision of this CONTRACT shall not void or affect the validity of any other provision.

§ 1211. Waivers. (a) Waivers of the provisions of this CONTRACT shall be in writing and signed by the appropriate designee of the COUNTY.

(b) No waiver of a breach of any provision of this CONTRACT shall constitute a waiver of any other breach of that provision or of any other provision of this CONTRACT.

§ 1212. Budget Reductions. In the event that the COUNTY's Board of Supervisors adopts in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the COUNTY employees and imposes similar reductions with respect to the COUNTY contracts, the determination of the amount of the CONTRACTOR'S payment reduction will be at the sole discretion of the COUNTY correspondingly for the Fiscal Year and any subsequent Fiscal Year services provided by the CONTRACTOR under this Agreement. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Agreement.

§ 1213. Governing Law and Venue. (a) This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

(b) Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Agreement.

(c) CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

**GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM
STATEMENT OF WORK
(2004/2005)**

CONTRACTOR: _____

GROW SITE/S: _____

The General Relief Opportunities for Work (GROW) Program is an employment services program with the goal of preparing County General Relief Recipients to seek and obtain full time unsubsidized employment. The General Relief Opportunities for Work (GROW), is divided into two components: Orientation and Job Skills Preparation Class (JSPC). The services described below are reimbursed on a Performance/Fixed Fee basis.

A. ORIENTATION

Orientation is the first activity in GROW. Its purpose is to provide GROW participants with motivation, and an overview of the program. These services may be provided twice daily, once in the morning and once in the afternoon. The morning session shall commence at 8:00 a.m. and the p.m. session at 1:00 p.m. Orientation shall be provided in eight primary languages (i.e., English, Spanish, Chinese, Korean, Vietnamese, Armenian, Cambodian and Russian) as appropriate.

Curriculum for Orientation shall include three hours of motivation focusing on the benefits of work, establishing career goals, building self-esteem, and positive self-assessment. The program will also include an overview of GROW program requirements, including the next activity assignment - Job Services.

Prior to the beginning of each Orientation session, the CONTRACTOR will access the computer and print-out a listing of the participants scheduled to attend. This listing may be used to create a sign-in sheet for attendance purposes. After attendance has been taken, CONTRACTOR shall again access the computer to input the attendance status ("Show" or "No Show") for scheduled participants. The CONTRACTOR may also be required to fax a daily report to CSS showing the number of participants scheduled, the number of participants who showed, and the number of participants who failed to show.

B. JOB SKILLS PREPARATION CLASS (JSPC)

JSPC is the second component of GROW. It is a three-week activity designed to teach GROW participants how to find work through their own efforts as described below. It

requires four hours of mandatory daily activities five days per week. However, a participant's JSPC commitment is fulfilled once he or she obtains employment of at least 20 hours per week, even if such employment is obtained on the first day of JSPC.

Week One: A twenty-hour, job skills workshop consisting of a daily four -hour session for five consecutive days. The workshop shall be provided in eight primary languages (i.e., English, Spanish, Chinese, Korean, Vietnamese, Armenian, Cambodian and Russian). It shall include, but not be limited to, motivation and self-esteem building, and instructing participants on job seeking techniques, self sufficiency concepts, goal setting, job development, how to identify and access to resources for employment, networking, resume preparation, completing employment applications, and successful interview techniques.

Following each daily half-day JSPC session, participants are to apply the skills they learn by engaging in independent activities.

- Register at three temporary agencies
- Submit three employment applications daily
- Make an employment contact at a public agency
- Make another employment contact
- Complete Networking form and begin building networking system

At the end of each day, the facilitator will meet and confer with the participant to verify that the activities were completed. The facilitator will note the participant's progress. If all activities were not done, it will be noted in the participant's file how many of them were done.

Regardless of what occurred during the first week, the participant will not fall behind, and will automatically move on to Job Search.

Weeks Two and Three – Job Search: The participant will conduct supervised job search activities using job leads developed through telephone calls to employers, job developer leads, newspapers, job fairs and other available resources.

Each participant must engage in job services a minimum of twenty hours each week. Time spent by participants in concurrent work-related activities (e.g. supportive services) may count towards the twenty hours. During this 10-day period, participants must engage in four hours of daily activity. The participant must develop three to five daily job leads, make up to 25 telephone contacts daily, fill out applications, and participate in job interviews.

The activities are as follows:

- Make up to 25 telephone calls daily
- Develop from 3 to 5 job leads
- Go out to the community on 2 or three employment contacts

Facilitators are responsible for monitoring the above activities. Participants must show proof of the three contacts by bringing back applications, business cards, other indicators of application or interview activity for the day.

If, on the second day of job search there is not verification of two or three employment contacts made of the first day of search, the participant is warned and the General Relief Case Worker is called with this information. The participant file is also documented.

If on the next day (or whenever that might occur) there are less than 2 or 3 employment contacts, the participant is warned that they could be dropped if this happens again and the General Relief Case Worker is called with this information. The participant file is again documented.

Job Search and Job Club attendance is mandatory. If a participant is unable to attend the morning session, arrangements should be made to attend the afternoon (if there is one) session or vice versa. Absences may be excused, at the discretion of the facilitator for good cause, i.e. severe illness, death of an immediate family member, verifiable job interview, etc.

It is anticipated that a minimum of 25% of participants completing job services will be placed in full-time, unsubsidized employment (at least 32 hours per week). Part-time employment (at least 20 hours per week) should also be reported on Exhibit G.

CONTRACTOR shall establish and/or maintain a clothing boutique to provide participants suitable clothing for job interviews. Such clothing must be readily available for men and women for job interviews and can be obtained from agencies, e.g. "Clothes the Deal", who donate clothes for this purpose, and from employee donations and clothing drives.

CONTRACTOR shall provide transportation in the form of bus passes or tokens, supplied by the Department of Public Social Services.

To ensure that adequate documentation is maintained for all GROW program participants, CONTRACTOR shall:

- 1) Print out a list of scheduled participants prior to the start of each new JSPC (usually the Friday before or the morning of the new class).

Generate a "Results Report" from the MAPPER system to insure an accurate accounting of scheduled participants.

- 2) Create a sign-in sheet which tracks the participants attendance throughout their three-week assignment in JSPC. The sign-in sheet must indicate time-in and time-out to document hours spent in JSPC.
- 3) Take attendance and input attendance data ("Show" or "No Show") into the computer for the first day (Day 1) of a new JSPC. Note: Data should be inputted the same day to insure that participant who attended is not erroneously terminated for noncompliance.
- 4) Access the computer on an as needed basis to input status changes for participants who drop out or find employment.
- 5) Access the computer on the final day (Day 15) of JSPC to input status changes ("completed", "Dropped", "Terminated", "Employed"). Note at the end of JSPC there should be a status change for every participant recorded as a "Show" on the first day. Data should be inputted no later than the day after the last day of JSPC to ensure that participants who completed are not erroneously terminated for noncompliance.
- 6) Complete a "Verification of GROW Participant Employment" form for each participant who finds a job while in JSPC. A copy of this form should be faxed to the DPSS case manager within two days of receiving the verifying information. The original shall be maintained in the participant file.
- 7) Maintain evidence of participant job contacts, telephone calls, and job leads in the participant files.

C. PLACEMENT BONUS

The ultimate goal of the GROW Program is to place the general relief recipient in employment which will lead to self-sufficiency. CONTRACTOR must cooperate with LACOE in job recruitment efforts scheduled such as job fairs, specialized employer recruitments, and job preparation sessions.

Contractor is eligible for a special placement payment bonus not to exceed \$450 per full-time job placement (at least 32 hours per week) when placed within 45 days of the Job Club start date.

The bonus will be paid for each full-time placement above twenty-five percent (25%) of the GR participants starting Job Club in the month. Claims for bonus placement **must** be accompanied by the Placement Verification Form for all placements reported for the month.

D. PERFORMANCE STANDARDS/MONITORING

The Contractor's performance will be reviewed on a quarterly basis. Performance will be evaluated during the following quarters:

July 1, 2004 through September 30, 2004
October 1, 2004 through December 31, 2004
January 1, 2005 through March 31, 2005

Performance indicators are based on the number of clients served in the daily Orientation sessions and Job Skills Preparation Classes; JSPC completions; and attainment of placement rate. Expenditure rate will also be reviewed to insure the full utilization of funds. The contractor will be evaluated on the actual number of participants served vs. the expenditure rate to ascertain if funds are subject to the reobligation/deobligation policy.

Contractors who fall below required placement standards will be required to attend job development workshops to increase placement performance levels.

**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY & SENIOR SERVICES**

AMENDMENT TO THE GENERAL RELIEF OPPORTUNITIES FOR WORK CONTRACT

Contract No: _____

Amendment No.: _____

THIS AMENDMENT is made and entered into this _____ day of _____, 200__, by and between the **COUNTY OF LOS ANGELES**, hereinafter referred to as the "**COUNTY**" and _____, hereinafter referred to as the "**CONTRACTOR**".

WHEREAS, the parties hereto have previously entered into a Contract on _____, for an amount not to exceed \$ _____, pursuant to a sub agreement under the authority of the Social Security Act Title IV for the General Relief Opportunities for Work (hereinafter referred to as "GROW") Program, to assist General Relief recipients gain employment. Services aid unemployed individuals find employment so that they may become independent individuals.

WHEREAS, the parties hereto desire to amend said Contract in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

I. CONTRACT FUNDING is amended in its entirety as follows:

CONTRACTOR will adhere to a total budget not exceeding an amount of \$ _____ for the full period of the contract.

- A. The County shall compensate **CONTRACTOR** from GROW program funds an amount not to exceed \$ _____ on a fixed rate basis for the full period of the contract for activities described in Exhibits B and C and shall not be a charge on any other funds of the County.

II. SECTION 4 (TERM) is amended in its entirety to read as follows:

The term of this **CONTRACT** shall commence on _____, 200__, and terminate no later than _____, 200 __, except as otherwise provided herein.

III. THE FOLLOWING ATTACHMENT AND EXHIBIT DOCUMENTS are amended by adding new/revised documents which are attached hereto, and which will reflect the time extension and/or increases in services, as applicable:

- A. Statement of Work (Exhibit B)
- B. Participant Activity Plan (Exhibit C-2)
- C. Budget Forms (Exhibits C and C-1)

- IV. Except as expressly modified by this Amendment, the unaffected terms and conditions of the original Contract shall remain valid, binding, and enforceable against the parties.

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed on its behalf by the Chief Deputy Director of the Department of Community and Senior Services, and the CONTRACTOR has subscribed the same through its authorized officer, the day, month, and year first above written. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
Cynthia Banks, Chief Deputy Director
Community and Senior Services

APPROVED AS TO FORM:

Office of the County Counsel

By: _____

CONTRACTOR

Agency Name

Signature

Title

Date

ATTACHMENT D**MINORITY/PARTICIPATION/OWNERSHIP OF
FIRMS/AGENCIES/ENTITIES****PERCENT MINORITY/ WOMEN PARTICIPATION**

Firm/Agency/Entity	Ownership	Partnership	Board Members	Staff
Chicana Service Action Center	NA	NA	100%/85%	93%/89%
Career Planning Center	NA	NA	100%/100%	56%/82%
Los Angeles County Office Of Education	NA	NA	100%/71%	80%/20%
Los Angeles Unified School Dist.	NA	NA	100%/89%	98%/66%
R. L. Klein	NA	NA	66%/33%	100%/86%
MCS Rehabilitation	NA	NA	40%/30%	75%/36%
Weingart Center	NA	NA	100%/90%	100%/89%